

Agenda Item No. 8(A)(1)(E)



Date:

May 8, 2007

To:

Honorable Chairman Bruno A. Barreiro

and Members, Board of County Commissioners

From:

George M. Burgess

County Manager

Subject:

Award Recommendation in the amount of \$37,338,979.39 for Baggage Handling

System Operation and Maintenance (BHS O&M) MDAD Project No. ITN-MDAD-01-06

RECOMMENDATION

It is recommended that the Board (i) waive competitive bidding procedures pursuant to Section 2-8.1 of the Miami-Dade County Code and Section 4.03(D) of the Home Rule Charter, and (ii) award the contract for Baggage Handling System Operation and Maintenance (BHS O&M) in the amount of \$37,338,979.39 to FMC Technologies Inc. It is further recommended that the Board authorize the County Mayor or his designee to execute the contract and authorize any cancellation, termination, and renewal provisions contained therein.

SCOPE

The services to be performed will be located within Commission District 6, however the impact of this agenda item is countywide in nature as Miami International Airport is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

All of the funding for this project shall be paid from Miami International Airport operational funds.

TRACK RECORD/MONITOR

Capital Improvement Information System (CIIS) does not list or have information on this firm. Although the County has never done business with FMC Technologies, Inc., the corporation has been serving the aviation industry for over seventy-nine (79) years.

The Miami-Dade Aviation Department staff member responsible for monitoring this project is Arthur Buck, Superintendent, Contracts & Construction Section, Maintenance Division.

BACKGROUND

The objective of the contract is to support the new South Terminal automated baggage handling system (not operational at this point), and the Concourse F automated baggage handling system, which is currently being serviced by Aircraft Services International, Inc. (ASIG).

The primary intent of this Contract is the operation, maintenance and repair of specified existing Baggage Handling Systems (BHS) and related equipment located at the Concourse F, specified BHS(s) and related equipment located at South Terminal, Miami International Airport (MIA), in order to maintain efficient operations.

Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners Page 2

These services shall ensure and provide for the sustained performance and safe operation of the subject equipment during the term of the Contract. The Contractor shall support maintenance and operations of all systems on a 24-hour schedule seven (7) days a week basis. Preventative and corrective maintenance shall be provided, and spare parts inventories shall be maintained.

This project was originally competitively solicited under the Invitation To Bid (ITB) format. Two (2) bids were received and opened on September 15, 2006 from FMC Technologies Inc. and Aircraft Service International Group (ASIG). However, the low bidder was found to be non-responsive by the County Attorney's Office and was 7.1% above the revised pre-bid estimate. The second low bidder's price was 23.3% above the revised, pre-bid estimate. Both high bids were attributed in part to new Transportation Security Administration (TSA) mandate for carry-on baggage (requiring liquids to be checked in) that was implemented during the course of this solicitation, which caused approximately a 20% increase in checked baggage (based on TSA estimates). Because this project is critical to the opening of South Terminal, competitive negotiations with both bidders were recommended and the Board subsequently approved Resolution No.1445-06 on December 19, 2006, rejecting all bids, waiving formal bid requirements of Section 4.03(D), and authorizing the issuance of an Invitation to Negotiate (ITN) under the same terms, including but not limited to scope of work, terms and conditions, licensing, status, bid items and pricing, to the two vendors that had submitted bids.

The ITN was issued to the two vendors and negotiations were held on February 8, 2007, with both vendors. Based upon the negotiations with both vendors, the requirements of the ITN documents were modified and reissued to the vendors per standard County practice. The modification consisted of revising the MDAD estimate to compensate for additional money that will be needed for the restocking of parts as they are used. Each of the vendors submitted Best and Final Offers (BAFO) on February 16, 2007, that were publicly opened that same day. The BAFO from ASIG was valued at \$39,899,629.00, and the value of the BAFO from FMC was \$37,338,979.39.

On February 20, 2007, the Negotiation Committee met at a public meeting and unanimously voted to recommend that a contract for the BHS O&M be awarded to FMC Technologies Inc.

PROJECT: MIA Baggage Handling System Operation and

Maintenance (BHS O&M)

PROJECT NO.: ITN-MDAD-01-06

USING AGENCY: Miami-Dade Aviation Department

PRIME CONTRACTOR: FMC Technologies Inc.

COMPANY PRINCIPAL(S): Barbara H. Herrmann – General Manager

Brent Ahlstrom – Vice President, Operations Dave Dusenbury – Director Regional Operations

COMPANY QUALIFIER(S): Brian Douglas DeRoche

(Florida License CBC 1254819)

LOCATION OF COMPANY: 1803 Gears Road, Houston, TX 77067 (Corporate)

1805 West 2550 South Ogden, Utah (Mailing Address)

Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners Page 3

YEARS IN BUSINESS: Seventy-nine (79) Years

CSBE MEASURE AT AWARD: On August 2, 2006, the Review Committee established a

Community Small Business Enterprise (CSBE) goal of 19%. After the BCC approved negotiations with the vendors, the 19% measure was re-affirmed by the Department of Business Development (DBD).

CSBE SUBCONTRACTORS: Systems Integration & Maintenance, Inc. 19%

DBD Certification No. 7797

COMMUNITY WORKFORCE

PROGRAM:

29% Goal

PREVIOUS CONTRACTS WITH COUNTY IN THE PAST

FIVE YEARS:

None

TERM: Three (3) years with two (2) one (1) year options to renew.

DBD REVIEW: Yes

CONTRACT AMOUNT: \$37,338,979.39 Amount includes General Allowance

Account, Dedicated Allowance Account (see below), first and second year options to renew and IG Fee as follows:

General Allowance Account (10%): \$3,386,755.50
First Year Option To Renew: \$6,110,931.00
Second Year Option To Renew: \$6,294,363.00
Inspector General Audit Account: \$84,668.89

ALLOWANCES/CONTINGENCY ORDINANCE NO. 00-65:

There is a Dedicated Allowance Account for Additional Services in the amount of \$1,500,000.00 to fund the O&M for any additional baggage handling systems within the MDAD inventory that might be added to the contract.

There is a Dedicated Allowance Account for the Parts in the amount of \$1,200,000.00. As parts are withdrawn from the existing inventory for the BHS O&M, they will be replenished using this account.

There is a Dedicated Allowance Account for Subcontractor Services in the amount of \$250,000.00. This account will be used for the maintenance, patching and upgrading of the software and related hardware that electronically control the BHS.

There is a Dedicated Allowance Account for Training and Familiarization in the amount of \$800,000.00. This account

Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners Page 4

will be used to pay the recommended contractor (FMC Technologies Inc.) during the initial stage of the contract for the training and familiarization of the contractor's personnel on the specifics of each BHS. This recommended contractor (FMC) will not be responsible for any O&M functions during the training and familiarization period, which is anticipated not to exceed 90 days. During this period, the responsibility for the O&M of the BHS remains with the BHS installation contractor (South Terminal), or the incumbent O&M contractor (Concourse F).

There is a General Allowance/Contingency Account in the amount of \$3,386,755.50 calculated on the standard 10%.

Assistant County Manager

(Revised)

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Honorable Chairman Bruno A. Barreiro

DATE:

May 8, 2007

and Members, Board of County Commissioners

FROM:

County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(E)

Plea	se note any items checked.
	"4-Day Rule" ("3-Day Rule" for committees) applicable if raised
	6 weeks required between first reading and public hearing
	4 weeks notification to municipal officials required prior to public hearing
	Decreases revenues or increases expenditures without balancing budget
	Budget required
	Statement of fiscal impact required
	Bid waiver requiring County Manager's written recommendation
	Ordinance creating a new board requires detailed County Manager's report for public hearing
	Housekeeping item (no policy decision required)
	No committee review

Approved	<u>Mayor</u>	Agenda Item No. $8(A)(1)(E)$	
Veto		5-8-07	
Override			

RESOLUTION NO.	

RESOLUTION APPROVING CONTRACT AWARD FOR MDAD PROJECT NO. ITN-MDAD-01-06, BAGGAGE HANDLING SYSTEM OPERATION AND MAINTENANCE (BHS O&M) TO FMC TECHNOLOGIES, INC. IN THE MAXIMUM AMOUNT OF \$37,338,979.39, WAIVING FORMAL BIDDING, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE TERMINATION AND RENEWAL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the contract award for Baggage Handling System Operation And Maintenance (BHS O&M), MDAD Project No. ITN-MDAD-01-06, to FMC Technologies, Inc., in substantially the form on file with the Clerk of this Board, an excerpt of which is attached hereto and made a part hereof, in a maximum contract amount of up to \$37,338,979.39, with a term of three years with two options to renew for one year; waives formal bidding pursuant to Section 4.03D of the Charter by a vote of two thirds of those present in accordance with the attached recommendation; and authorizes the Mayor or his designee to execute the contract on behalf of the County and to exercise the termination and renewal provisions therein.

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The foregoing resolution was offered by Commissioner moved its adoption. The motion was seconded by Commissioner

, who

and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz

Carlos A. Gimenez

Joe A. Martinez

Dorrin D. Rolle Katy Sorenson

Sen. Javier D. Souto

Audrey M. Edmonson

Sally A. Heyman

Dennis C. Moss

Natacha Seijas

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as to form and legal sufficiency.

Deborah Bovarnick Mastin

Memorandum



Date:

March 8, 2007

To:

George M. Burgess

County Manager

From:

Jose L. Rodriguez

Chairman, Negotiations Comp

Subject:

Award Recommendation

Baggage Handling System Operation and Maintenance (BHS O&M)

MDAD Project No. ITN-MDAD-01-06

Attached are six (6) copies of the proposed contract for the Baggage Handling System Operation and Maintenance (BHS O&M), as negotiated by County staff with FMC Technologies, Inc.

SCOPE

The award of this contract distinctly impacts the Miami-Dade Aviation Department (MDAD), and specifically the Miami International Airport. This project will ensure the safe O&M of the BHS for the South Terminal and Concourse F during the term of the contract. The contractor shall support the operation and maintenance of all systems on a 24-hour, seven-days-a-week basis. Preventive and corrective maintenance shall be provided, and spare parts inventories shall be maintained.

BACKGROUND

This project was originally competitively solicited under the Invitation To Bid (ITB) format and two (2) bids were received from FMC Technologies Inc. and Aircraft Service International Group (ASIG) and opened on September 15, 2006. The Board subsequently approved a recommendation via Resolution No.1445-06, December 19, 2006, rejecting all bids, waiving formal bid requirements of Section 4.03(D), and authorizing the issuance of an Invitation to Negotiate (ITN) under the same terms, including but not limited to scope of work, terms and conditions, licensing, status, bid items and pricing, to the two vendors that had submitted bids.

NEGOTIATIONS

The ITN was issued to the two vendors and negotiations were held on February 8, 2007 with Aircraft Service International Group (ASIG) and FMC Technologies, Inc. Upon finalizing the negotiations with both vendors, the requirements of the ITN documents were modified and reissued to the vendors. The MDAD estimate was revised to compensate for additional money that will be needed for the restocking of parts as they are used. Each of the vendors submitted Best and Final Offers (BAFO) on February 16, 2007 that were publicly opened that same day. The BAFO from ASIG was valued at \$39,899,629.00, and the value of the BAFO from FMC was \$37,338,979.39.

George M. Burgess County Manager Page 2 of 2

On February 20, 2007 the Negotiation Committee met to discuss the Best and Final Offers. Both FMC Technologies, Inc. and Aircraft Service International Group were in attendance. The Negotiation Committee reviewed the Offers and unanimously recommended that a contract for the BHS O&M be awarded to FMC Technologies Inc.

RECOMMENDATION

The Baggage Handling System Operation and Maintenance (BHS O&M) Negotiation Committee recommends that a contract be awarded to FMC Technologies Inc., in the amount of \$37,338,979.39 for the BHS O&M at Miami International Airport.

cc: Max Fajardo
Deborah Mastin
Marie Clark-Vincent
Pete Betancourt
Arthur Buck

Negotiation Committee
Melvin Payne
Tyrone Browne
Neil Wyatt

CONTRACT

THIS CONTRACT made and entered into as of the _____ day of _____, 20 ___, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and FMC Technologies, Inc., corporate address: 1803 Gears Road, Houston, TX 77067, operating through its Airport Services business unit with a mailing address for this Contract: 1805 West 2550 South, Ogden, UT 84401, hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the Work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract Documents, which are hereby incorporated into this Contract by reference, for;

PROJECT TITLE: BAGGAGE HANDLING SYSTEM OPERATION AND MAINTENANCE

PROJECT NO: ITN-MDAD-01-06

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned Work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said Work, or through the negligence of the Contractor, its officers, agents or employees or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid Work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the County hereby agrees to pay to the Contractor for the said Work, when fully completed, the total maximum sum of

Thirty-seven million, three hundred thirty-eight thousand, nine hundred seventy-nine and 39/100 dollars, (\$37,338,979.39),

consisting of the following accepted items or schedules of Work as taken from the Offer Form:

Total Unit and Extended Prices for Item Number 1A	15,937,716.00
Total Unit and Extended Prices for Item Number 1B	1,774,545.00
Dedicated Allowance Account for Additional Services - Item Number 1C\$\$	1,500,000.00
Dedicated Allowance Account for Parts - Item Number 1D\$	1,200,000.00
Dedicated Allowance Account for Subcontractor Services – Item Number 1E\$	250,000.00
Dedicated Allowance Account for Training and Familiarization - Item Number 1F\$	800,000.00
First Year Option for services at South Terminal – Item Number 2A\$\$	5,497,197.00
Second Year Option for services at South Terminal - Item Number 2B\$\$	5,662,217.00
First Year Option for services at Concourse F – Item Number 3A	613,734.00
Second Year Option for services at Concourse F – Item Number 3B\$	632,146.00
General Allowance Account - Item Number 4\$	3,386,755.50
Inspector General Audit Account - Item Number 5\$	84,668.89
TOTAL CONTRACT AMOUNT\$\$	37,338,979.39

The total Contract amount is subject to such additions and deductions as may be provided for in the Contract Documents. Partial and Final Payments will be made as provided for in the Contract Documents.

CONTRACT (Cont'd)

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,	ATTEST: Harvey Ruvin Clerk
By:	By:
(MIAMI-DADE COUNTY SEAL)	CONTRACTOR (If Corporation)
(WIAWI-DADE COUNTT SEAL)	FMC Technologies - Airport Services
Approved for Form and Legal Sufficiency	By: Corporate Name) Vice President, Operations
(Assistant County Attorney)	Brent G. Ahlstrom
(Assistant County Autorney)	Attest: Ass. Shurt Secretary
CONTRACTOR (if Partnersh	nip or Corporate Joint Venture)
(A) PARTNERSHIP OR CORPORATE JOINT VENTURER:	(B) PARTNERSHIP OR CORPORATE JOINT VENTURER:
(Corporate Name)	(Corporate Name)
By: President	By: President
Attest	Attest
AttestSecretary	AttestSecretary
(ATTACH ADDITIONAL SHEETS F	FOR EACH JOINT VENTURER, AS NEEDED)
NAME OF MANAGING JOINT VENTURER:	(CORPORATE SEAL)
BySignature of Authorized Representative of Joint V	Venture
Witnesses as to Above	



OFFER FORM

<u> </u>	``	<u>·</u>		
MIAMI-DADE CO	UNTY, FLORIDA	DATE: <u>02/01/2007</u>		
OFFEROR	FMC Technologies - Airport Services			
ADDRESS	1805 West 2550 South; Ogden, UT 84401			
TELEPHONE No.	801 629-3119			
PROJECT TITLE	BAGGAGE HANDLING SYSTEM OPERATION AND	MAINTENANCE		
PROJECT NUMBE	ER ITN-MDAD-01-06			
THE UNDERSIGN	ED, AS OFFEROR, HEREBY DECLARES THAT:			
The only person or persons interested in this Offer as Principal, or Principals, is or are named herein and that no person other than herein mentioned has any interest in this Offer or in the Contract to be entered into; that this Offer is made without connection with any other person, company or parties making a Offer; and that it is in all respects fair and made in good faith without collusion or fraud.				
The Offeror further declares that it has examined the Documents and the site of the Work and is fully informed in regard to the Work to be performed and accepts all conditions pertaining to the place where the Work is to be done.				
THE OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:				
Addendum No. /	Addendum No. 2 Addendum No. 3 Addendum No.4	·		
Addendum No A	Addendum No Addendum No Addendum No			
Failure to acknowledge addenda shall not relieve such Offeror b from its obligation under this Offer.				
THE OFFEROR F	URTHER AGREES THAT:			

OFFER ACCEPTANCE: If this Offer is accepted, to Contract with Miami-Dade County, Florida, in the form of Contract attached, in strict accordance with the Negotiation Documents and to furnish the prescribed Performance and Payment Bond, for not less than the Total Maximum Contract Amount exclusive of the amount of the Inspector General audit account, and to furnish the required evidence of the specified insurance, all within the applicable time.

OFFER GUARANTY: Each Best and Final Offer must be accompanied by an Offer Guaranty in the amount and manner stipulated in the Instructions to Offerors. The Offeror shall not withdraw this Offer for one hundred twenty (120) days.

COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM: The Offeror, when applicable, shall comply with the following Contract Measures. Contract Measures are based on the Contract Amount, exclusive of the amount of the Inspector General audit account.

BHS O&M ITN BF-1 01/07 CSBE 04BF

THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT:

	CSBE
Set-Aside	0.0%
Trade Set-Asides	0.0%
Subcontractor Goals	19.0%

COMMUNITY WORKFORCE PROGRAM (CWP)

Community Workforce Goal is a requirement that a percentage of the workforce performing construction trades work and labor under a Capital Construction Contract/Work Orders be residents of a Designated Target Area.

The Offeror shall comply with a twenty-nine percent (29%) Community Workforce Goal for this Contract as required by the Community Workforce Program Participation Provisions – See Special Provision 3.

CWP LIQUIDATED DAMAGES: In the event that at Contract completion the Contractor has not achieved the established local Workforce Goal, Liquidated Damages of a minimum of \$1,500.00 per position by which the Contractor fails to comply with such goal or the wages that would have been payable for such position had the person(s) been hired for the position as listed on the approved Workforce Plan including all approved revisions to the Workforce Plan, whichever is greater, shall be assessed in accordance with Special Provisions 3, Community Workforce Program Participation Provisions.

CONTRACT TIME: Completion of the Work within the Contract Time is of the essence. The Contract Time for this Work is <u>1.096</u> calendar days from the effective date established in the Notice To Proceed. Plus, the Owner may exercise two (2) one (1) year options to renew the service.

LIQUIDATED DAMAGES: Liquidated Damages at the rate of \$ ____ per day, will be deducted from the Contract amount for each calendar day of delay due to a Non-Excusable Delay. However, see Technical Specifications, Section 15.11.

LIQUIDATED INDIRECT COSTS: Liquidated Indirect Costs recoverable by the Contractor, shall be \$_-0-_\ per day for each day the project is delayed up to _-0-240_\ days per work order due to a Compensable Excusable Delay.

RESPONSIBLE WAGE AND BENEFITS MIAMI-DADE COUNTY CODE SECTION 2-11.16: In the event that no Federal Funds are involved in this Contract, the minimum wage rates for laborers, mechanics and apprentices shall be not less than those established by Miami-Dade County in accordance with the Responsible Wages and Benefits requirements of Miami-Dade County Code Section 2-11.16, which are included in Special Provisions 2 and that Offeror acknowledges awareness of the penalties for non-compliance with the said requirements.

BHS O&M ITN

COMPENSATION: To accept as full compensation for all Work required to complete the Contract, the prices named therefore in the following Schedule of Prices Offer:

OPTION TO RENEW SERVICES: The Owner may extend the services and the term of this Contract by written notice to the Contractor within one hundred and eighty (180) days before the Contract expires. If the Owner exercises this option, the extended Contract shall be considered to include this option. Prior to exercise of this option the Contractor shall be required to provide a Performance and Payment Bond in an amount equal to the line item being exercised within the Schedule of Values of the Offer Form that shall remain valid for the term of the exercised period. In addition, the Contractor shall maintain insurance coverage, as required elsewhere within the Contract, for the term of the exercised period, and shall provide prove of insurance prior to the expiration of the current coverage. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years.

COMPENSATION FOR RENEWAL OF SERVICES: The Owner hereby is provided the authority, and at its sole option may extend the Contract beyond the initial term, as provided for herein. The compensation for any single Service Renewal shall be the value as Offered within the Schedule of Prices for the Service Renewal item. The exercise of any Service Renewal shall be by Work Order. Any funds not expended remain the property of the Owner.

BHS O&M ITN BF-3 01/07 CSBE 04BF

SCHEDULE OF PRICES OFFERED

15

SCHEDULE OF PRICES OFFERED

[All Prices shall be in U.S. Dollars]

PROJECT: BAGGAGE HANDLING SYSTEM OPERATION AND MAINTENANCE

PROJECT No.: ITN-MDAD-01-06

OFFERROR NAME: _FMC Technologies - Airport Services _____

ITEM	DESCRIPTION	UNIT PRICE	QTY	TOTAL
1.0	BASIC SERVICES			
1.A	SOUTH TERMINAL BHS (Refer Furnish all labor, supervision, routi equipment, and tools to adequately Systems for the South Terminal, at requirements, for a yearly lump sun	ne maintenance, consumable operate and maintain the Ba Miami International Airport	ggage Handlir , per the Contr	ng ractual
	FIFTEEN MILLION NINE HUNDRED DOLLARS AND NO CENTS (Write the 3 year total amount in w			
				/yr x 3 yr
1.B	CONCOURSE F BHS (Reference Furnish all labor, supervision, routi equipment, and tools to adequately Systems for Concourse F, at Miami requirements, for a yearly lump sun ONE MILLION SEVEN HUNDRED SEGELIVE HUNDRED FORTY FIVE DOLLA (Write the 3 year total amount in we	ne maintenance, consumable operate and maintain the Ba International Airport, per the of \$ 591,515.00 //ENTY FOUR THOUSAND ARS AND NO CENTS	ggage Handlir ne Contractual /yr x 3 yrs \$	ng 1,774,545.00
1.C	Dedicated Allowance Account for A	Additional Services		\$1,500,000.0
	(Reference Section 15.6) (Includes A	Subcontractor supplied elect	trical services)	
1.D	Dedicated Allowance Account for particular shelving and bins to store		4)	\$1,200,000.0
1.E	Dedicated Allowance Account for S (Reference Section 15.3.5) (Softwar			\$250,000.0
1.F	Dedicated Allowance Account for Tale (Reference Section 15.1.5)	Training and Familiarization		\$800,000.00

SERVICE RENEWAL

FIRST one (1) year option to renew the O&M service for the BHS at South Terminal
(This amount shall be the annual amount of Item 1.A plus, not-to-exceed, five percent (5%))
FIVE MILLION FOUR HUNDRED NINETY SEVEN THOUSAND <u>ONE HUNDRED NINET</u> Y SEVEN DOLLARS AND NO CENTS
(Write Total amount in words)
SECOND and (1) years antion to require the Old coming
SECOND one (1) year option to renew the O&M service for BHS at the South Terminal
(This amount shall be Item 2.A plus, not-to-exceed, five percent (5%))
FIVE MILLION SIX HUNDRED SIXTY TWO THOUSAND
TWO HUNDRED SEVENTEEN DOLLARS AND NO CENTS
(Write Total amount in words)
FIRST one (1) year option to renew the O&M service
for the BHS at Concourse F
(This amount shall be the annual amount of Item 1.B plus, not-to-exceed, five percent (5%))
SIX HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED THIRTY FOUR DOLLARS AND NO CENTS
(Write Total amount in words)
SECOND and (1) man anti-materials (2006)
SECOND one (1) year option to renew the O&M service for the BHS at Concourse F
(This amount shall be Item 3.A plus, not-to-exceed, five percent (5%))
SIX HUNDRED THIRTY TWO THOUSAND ONE HUNDRED FORTY SIX DOLLARS AND NO CENTS
(Write Total amount in words)
ER ACCOUNTS
General Allowance Account
(Ten percent (10%) of the sum of Items 1 through 3)
THREE MILLION THREE HUNDRED EIGHTY SIX THOUSAND
SEVEN HUNDRED FIFTY FIVE DOLLARS AND FIFTY CENTS
(Write Total amount in words)
Inspector General Audit Account
(One quarter percent (0.25%) of the sum of Items 1 through 3)
_EIGHTY FOUR_THOUSAND SIX HUNDRED SIXTY EIGHT DOLLARS AND EIGHTY NINE CENTS
(Write Total amount in words)

(The sum of Item Nos. 1 through 5) THIRTY SEVEN MILLION THREE HUNDRED THIRTY EIGHT THOUSAND NINE HUNDRED SEVENTY NINE DOLLARS AND THIRTY NINE CENTS

(Write Total amount in words)

BEST AND FINAL OFFER SIGNATURE PAGE FOR CORPORATION

	as provided herein [Certified Check] [Cashier's Check],
for the sum of Five Percent of Amount	t Bid
(\$ 5% of A.B), in accordance	e with the Instructions to Offerors.
The Officers of the Corporation are as follows:	
Name	Address
President <u>Joseph H. Netherland</u>	1803 Gears Road; Houston, TX 17067
V. President Charles H. Cannon, Jr.	200 E. Randolph Drive; Chicago, IL 60601
Secretary Jeffrey W. Carr	1803 Gears Road; Houston, TX 77067
Treasurer <u>David W. Grzebinski</u>	1803 Gears Road; Houston, TX 77067
STATE OF FLORIDA CERTIFICATE OF	CERTIFICATION FOR CORPORATION:
FMC Technologies, Inc.	F01000002246
Name of Holder (Qualifier)	Certificate No.
MIAMI-DADE COUNTY CERTIFICATE OF FMC Technologies, Inc. (Brian Doug	QB0020040
Name of Holder (Qualifier)	Certificate No.
Post Office Address:	OFFEROR:
PO Box 3309; Ogden, UT 84409-330	99 <u>FMC Technologies - Airport Se</u> rvices Sorporate Name
Delaware	By Larlian Shoff
State in which Chartered	President Barbara H. Herrmann
F01000002246	Attest:
Registry with Florida Secretary of State, if foreign:	Secretary Dave Dusenbury
Date: 04/27/2001 Being provided for in purposes only are with	(Corporate Seal) Informational Benal offer Bond the ITN

19

01/07 CSBE 04BF

BF-8

BHS O&M ITN

FMC TECHNOLOGIES, INC. - AIRPORT SERVICES

DELEGATION OF SIGNATURE AUTHORITY

I, Barbara H. Herrmann, General Manager of Airport Services, a business unit of FMC Technologies, Inc., authorize Dave Dusenbury – Director, Regional Operations of Airport Services, to execute and deliver all written instruments whatsoever pertaining to the Miami-Dade Aviation Department's Project No ITB-MDAD-01-06 for Baggage Handling System Operation and Maintenance at the Miami International Airport, Florida, which are in the ordinary course of business of Airport Services.

This delegation shall become effective on 14 September 2006, and will remain in effect until revoked in writing.

Dated: 14 September 2006

EMC TECHNOLOGIES, INC. - AIRPORT SERVICES

Barbara H. Herrmann.

Title: General Manager, Airport Services

A Business Unit of FMC Technologies, Inc.

DELEGATION OF SIGNATURE AUTHORITY

By resolution of the Board of Directors of FMC Technologies, Inc. (the "Corporation") on June 14, 2001, I was vested with authority, in my capacity a Vice President, to execute and to delegate to any person authority to execute, all written instruments whatsoever pertaining to matters that are in the ordinary course of business of the Corporation.

Pursuant to this authority, I hereby authorize Barbara Herrmann, General Manager of Airport Services, a business unit of the Corporation, to execute and deliver all written instruments whatsoever pertaining to matters which are in the ordinary course of business of Airport Services.

This delegation shall become effective on August 25, 2006 until revoked in writing.

Dated: August 25, 2006

FMC TECHNOLOGIES, INC.

By:

Charles H. Cannon, Jr.

Charlest Ca

Title: Senior Vice President

FMC TECHNOLOGIES, INC.

CERTIFICATE OF ASSISTANT SECRETARY

I, James L. Marvin, Assistant Secretary of FMC Technologies, Inc., a Delaware corporation (the "Corporation"), do hereby certify that:

The Board of Directors of the Corporation adopted the resolutions attached hereto as Exhibit A on June 14, 2001 and such resolutions remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation.

Dated: May 27, 2004

James L. Marvin Assistant Secretary

State of Illinois County of Cook

On May 27, 2004, before me, a Notary public in and for said State and County, personally appeared James L. Marvin, who being by me duly sworn, did depose and say that he is the Assistant Secretary of FMC Technologies, Inc., a corporation described in, and which executed the above instruments, that the seal affixed to the above instrument is the corporate seal of FMC Technologies, Inc.; and that the above instrument was signed by him on behalf of FMC Technologies, Inc. as Assistant Secretary thereof and its seal affixed thereto by authority of its By-Laws and its Board of Directors.

Notary Public

"OFFICIAL SEAL"

ELIZABETH C. TOWLE

Notary Public, State of Illinois

My Commission Expires 04/02/07

FXHIBIT A

RESOLVED, that the Board of Directors of FMC Technologies, Inc. (the "Corporation") hereby grants the following signature authority:

Adoption of Signature Authority

- 1. Officers. The Chairman of the Board, the Chief Executive Officer, the President, any Vice President, the Secretary, the Treasurer and the Controller of the Corporation are each authorized, in that capacity, to execute, and to delegate to any person authority to execute, all written instruments whatsoever including, without limitation, deeds, leases, agreements, bids, contracts, bonds, power of attorney and proxies that are in the ordinary course of the Corporation's business.
- 2. <u>Division Managers</u>. Each person employed by the Corporation as a Division Manager is authorized, in that capacity, to execute, and to delegate to persons employed in his Division authority to execute, all written instruments whatsoever pertaining to matters that are in the ordinary course of the business of the Division;

provided that any delegation of signature authority pursuant to this resolution shall be: (i) effective only if in writing and when filed with the Secretary of the Corporation; (ii) limited as set forth in said delegation; and (iii) effective on the date appearing thereon for the period specified therein or if ho period is specified until revoked in writing; provided further, that any person may rely on a certificate signed by the Secretary or any Assistant Secretary of the Corporation to the effect that a particular person has specified signature authority pursuant to this resolution.

01/29/07

Subcontractor Print Title

President

Michael Collier Subcontractor Print Name

Subsoutractor Signature

THIS FORM MUST BE COMPLETED

COMMUNITY SMALL BUSINESS ENTEPRISE PROGRAM SCHEDULE OF INTENT AFFIDAVIT

Confert Bruns Maile Michole bush 1	Contact Ferson Pave outsettouty	Phone 801 629-3119 Fax 801 629-3487	Project Murchan 178 119149, 01 02	90-10-0446-013 mmn. mm.
Name of Prime Contractor Firm FMC Technologies - Airport Setvices	Address 1805 West 2550 Santh: Order 11 care	Designate No.	Ingention buggage Handling System Operation and Maintenance	CSBE Confract Measure

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate envelope at the time of bid submission.

-	77.7	Certaination		7.6
Name of Prime Contractor	(If applicable)	Expiration Date	Tyrac of Contract	Contractor
FMG TOGBOOLOGE	NA	TV TV	After of Configuration of performed by Prime Confractor	% of Bid
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ALL POLE SELVICES The undersigned intends to perform the following work in	Mowing work in		Prime Contractor Total Percentage:	7.16
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Name of Subcontractor	Certification No.	Certification Explication Data	TT	Subcontractor.
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Director, Regional Operations Prime Print Title Dave Dusenbury Prime Print Name

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to object and the ability to otherwise meet the bid specifications.

Check this box if this project is a set-aside and you are performing 180% of the work with your own work forces.

Check this box if a Form DBD 305A and Form DBD 305B have been submitted in your pricing envelope.

2007

February 15. Date

Pave Dusenbury - Director, Regional Operations
Print Name
(Duplicate if additional space is needed)

Prime Contractor/Respondent Signature

SUBCONTRACTOR/SUPPLIER LISTING (County Code 10-34)

Firm Name of Prime Contractor/Respondent:: FMC Technologies - Airport Services

Project No. ITM-MDAD-01-06

Project Name: Baggage Handling System Operation and Maintenance

white (Principal Owner) Gender Race (Principal Owner) Gender Race \$3,369,600 Male (3-Year Total) Subcontractor Dollar Supplier Dollar Amount Amount I certify that the sertifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate Scope of Work to be Performed by Subcontractor/Subconsultant Supplies/Materials/Services to be Provided by Supplier Bag Jam Clearning and Manual Encoding Michael Collier Principal Owner Principal Owner Systems Integration & Maintenance 16112 NW 13th Avenue, Suite-D Business Name and Address of Direct Business Name and Address of First tier Subcontractor/Subconsultant 33169 Supplier Miami

BHS O&M ITN



SUBCONTRACTING POLICIES APPROACH

FMC has a long standing history of supporting CWP/CSBE/MBE/WBE/LDB programs at all of our sites across the country. We also have a long standing history of utilizing socially and morally responsible business practices and of maintaining an unwavering adherence to business ethics in all of our business activities. FMC has taken the vision of these programs and practices to heart in our efforts to mentor and develop the CSBE/MWBE/LDBE sub-contractors we have included in each of our projects to date. Providing growth opportunities to small and diverse businesses is central to the core values of FMC Airport Services. We have always viewed the inclusion of small and diverse business partners in our projects as an opportunity – never an obligation. We actively seek out small and diverse business partners who are committed to the same quality, integrity, performance, and results that have been a part of FMC Airport Services since its inception.

Our vision is to attract both employees and supplier partners who are ethnically diverse and have cultural heritages that enrich our workforce and supplier base. With this in mind, we embrace and recognize that small and diverse businesses play a vital role in the MDAD community and we will develop programs to make it possible for them to expand their businesses and develop new skills and capabilities. We do this through support programs that provide for early payment, supplemental bonds and insurance coverage, "zero" interest loans to capitalize new project start ups, as well as specialized technical, safety and administrative training, and mentoring. All on-site technical employees participate in a variety of technical training classes covering all types of equipment they will see at the site, as well as teamwork and communication classes. They also attend annual safety training and certification classes, along with attendance at monthly safety meetings. We also provide incentives for safety performance and attendance at the monthly safety meetings.

FMC has been able to meet or exceed the MWBE/CSBE goals in all of the contracts we have been awarded and are submitting a proposal that will meet, if not exceed, the goal of 19% CSBE with a 29% CWP workforce participation. Our approach will be to continue to support our sub-contractors in the same manner we have in the past and support their development and growth as they team with us to meet the sustainable service levels we will provide as a part of this contract.

SUBCONTRACTING POLICIES STATEMENT

FMC utilizes socially and morally responsible business practices in all of its contracting and subcontracting activities and maintains the highest standards in business ethics and subcontracting policies. Our subcontracting policies are consistent and compliant with Affirmative Action, Equal Opportunity, and Minority and Small Business Developmental requirements and guidelines, and will meet and/or exceed those requirements for MDAD.

of 1

Page 1 of 1

OFFER BOND

State of	f	Florida	Cour	nty of	Miami-Dade	
		Technologies, Inc Airport Servic		·		as Principal
		tern Surety Company				as Surety, are
	ıd fi	rmly bound unto Miami-Dad	le Count	ty, Florida	a hereinafter	called the County, in the Penal sum
of		Five Percent of Amount Bid				Dollars (\$
						well and truly to be made, we bind
						jointly and severally, firmly by these
		he Principal has submitted the				uar <u>y 2 , 2007</u> , for s B&F , Project No . <u>ITN-MDAD-</u> 01-06
						ts and information required by the
						ne stipulated in the advertisement for
						rs execute and deliver to the County,
		•				dence of all required Insurance. The
						sufficient surety, as required by the
Contrac	ct D	ocuments, for the faithful p	performa	ance and	proper fulfil	lment of such Contract and for the
						ection therewith. Having met these
						nt of withdrawal of said Offer within
						Contract Documents, or in the event
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						ork and supplies, provided the latter e void and of no effect; otherwise, to
		ull force and virtue.	tile abe	ove obliga	mons share of	o vota and or no effect, butterwise, to
	•					
The abo	ove	bounden parties have caus	ed this	Bond to	be executed	by their appropriate officials as of
the 23	_ da	y of January	, 20 <u>07</u> .	•		
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FLORIDA DEPARTMENT OF INSUR ANA W CLIVERAS License Number E077488 IN URBERT OF TRANSPORT OF STATE OF STATE General Lines (Prop. & Casu)



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POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, an Illinois corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

C R Hernandez, Theodore C Sevier Jr, Ralph E Nosal, Katherine J Foreit, Debra R Keebler, Sandra Nowakowski, David J Roth, Linh B Bucholtz, Barbara R Maltese, Individually

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 4th day of August, 2006.







Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

Thomas P. Stillman

Senior Vice President

State of Illinois, County of Cook, ss:

On this 4th day of August, 2006, before me personally came Thomas P. Stillman to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, an Illinois corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

"OFFICIAL SEAL"
MARIA M. MEDINA
Notary Public, State of Minois
My Commission Expires 3/15/09

My Commission Expires March 15, 2009

Maria M. Medina

Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, an Illinois corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this







Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis

Assistant Secretary

Form F6853-11/2001

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thererto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI-Execution of Obligations and Appointment of Attorney-In-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII-Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President of any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

STATE OF ILLINOIS COUNTY OF COOK

I. Beatriz Polito, a Notary Public in and for said County, do hereby certify that C.R. Hernandez as Attorney-in-Fact, of the
WESTERN SURETY INSURANCE COMPANY
who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of
WESTERN SURETY INSURANCE COMPANY
for the uses and purposed therein set forth.
Given under my hand and notarial seal at my office in the City of Chicago in said County, this 23 day of January A.D. 2007.
Bat Polit
Notary Public "OFFICIAL SEAL" BEATRIZ POLITO Notary Public, State of lilinois My Commission Expires 5/14/07

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

Check this box if a Form DBD 305A and Rorm DBD 305B have been submitted in your pricing envelope.

01/29/07

Subcontractor Print Title

President

Michael Collier Subcontractor Print Name

Sub pointractor Stenature

DBD 400 (Revised 07/05)

THIS FORM MUST BE COMPLETED SCHEDULE OF INTENT AREIDAVIT

Name of Prime Contractor Firm FMC Technologies - Alaport Services	c Technologie	s - Airports	Services Contact Darum Dave Dicke white		
Address 1805 West 2550 South; Ogden, UT	th; Ogden, UT	84401	Phone 801 629-3719	Fax 801 490-3487	
Project Name Baggage Handling System Operation and Maintenance	ing System Op	eration and h	Project Number 17N-MDA	.06 .06	
CSBE Confract Measure		-			
This form mouth a correspond to d. B.					
envelope at the three of bid submission.	Contractor and the	CSBE Subcontractor	ed the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate	form in a separate	
	Certification No.	Certification Expiration Date		Prime	
Name of Prime Contractor	(if applicable)	(if applicable)	Type of CSBE work to be performed by Prime Contractor	Contractor % of Bid	
FMC Technologies	4.2	AA	ΔW	1.18	
Airport Services The understand intends to newform the following and account.			Prime Contractor Total Percentage:	7.18 :ask	
connection with the above contract:	IIOW III WOFK III:				
Name of Subcontractor	Certification No.	Certification Expiration Date	Two of CSRF and to be seen directly to the	Subcontractor	
Systems Integration		11/30/2007	11/30/2007 Rate Jam Marking And Monday Survey	% of Bid	
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	Carl and the	4			
	Subcontractor t	Subcontractor Lofal Percentage:		1,6%	
f certify that the representations contained in this form are to the best of my knowledge frue and accurate,	in this form are to the	: best of tay knowleds	ge frue and accurate.	·	
	Dave Dusenbury	puru	Director, Rosional Openations Fahrnann 1 2007	9,007	
Prime Signature	Prime	rime Print Name	Prime Print Title Date	7007	
The undersigned has reasonably uncommitted capacity suf	ed capacity sufficient	to provide the regul	fictent to provide the required goods or services, all licenses and permits percessory to provide the required		
obtain bonding that is reasonably required to provide such	to provide such goods	or services consisten	goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.	services, admity to cations.	

32

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted with the Offer for:

Project Number	1TN-MDAD-01-06	
COUNTY OF	WEBER	
STATE OF	UTAH	
Before me the unde	rsigned authority appeared, Barbara H. Herrmann	
	(Print Name)	
who is personally k	nown to me or who has provided <u>Utah's Driver's License</u>	
as identification and	who did (did not) take an oath, and who stated:	
That he is the du	ly authorized representative of	
That he is the du	ly authorized representative of FMC Technologies - Airport Services	·
That he is the du		
That he is the du	FMC Technologies - Airport Services	
That he is the du	FMC Technologies - Airport Services (Name of Offeror)	
	FMC Technologies - Airport Services (Name of Offeror) 1805 West 2550 South; Ogden, UT 84401	
	FMC Technologies - Airport Services (Name of Offeror) 1805 West 2550 South; Ogden, UT 84401 (Address of Offeror)	
	FMC Technologies - Airport Services (Name of Offeror) 1805 West 2550 South; Ogden, UT 84401 (Address of Offeror) red to as the contracting entity being its	

- 1. SWORN STATEMENT ON PUBLIC ENTITY CRIMES
- 2. CRIMINAL RECORD AFFIDAVIT
- 3. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
- 4. FAIR WAGE AFFIDAVIT
- 5. FLORIDA TRENCH SAFETY ACT AFFIDAVIT

and say as follows:

AFFIDAVIT NO. 1

SWORN STATEMENT UNDER SECTION 287.133,

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

- 1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Offer or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime: or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 4. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Offers or applies to Offer on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
- 5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

SWORN STATEMENT UNDER SECTION 287.133, FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES (Cont'd)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]
There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]
The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]
The person or affiliate has not been placed on convicted vendor list. [Please describe any action taken by or pending with the Florida Department of General Services.]
AFFIDAVIT NO. 2
CRIMINAL RECORD AFFIDAVIT
Above named Offeror, as of the date of Offer submission:
has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of Offer submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.
has been convicted of a felony during the past ten (10) years, or as of the date of Offer submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.
AFFIDAVIT NO. 3
MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT PURSUANT TO COUNTY CODE 10-38
Offeror or his agents, officers, principals, stockholders, subcontractors or their

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affiliates are not debarred by Miami- Dade County.

AFFIDAVIT NO. 4 FAIR WAGE AFFIDAVIT

Above named Offeror shall pay workers on the project minimum wage rates in accordance with Ordinance No. 90-143, Section 2-11.16 of the Miami-Dade County Code, and the Labor Provisions of the Contract Documents.

AFFIDAVIT NO. 5 OFFEROR'S AFFIDAVIT IN COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUES)

- 1. By submission of his Offer and subsequent execution of this Contract, the undersigned Offeror certifies that as successful Offeror (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 29C.F.R., s. 1926, 650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
- 2. The undersigned Offeror certifies that as successful Offeror (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
- 3. The Offeror acknowledges that included in the various items listed in the Schedule of Prices Offer and in the Total Amount Offer are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes). The Offeror further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY, etc.)	Unit Quantity	Unit Cost	Extended Cost
Α.					\$
В.					\$
C.					\$
D.					\$
E.					\$
F.					\$
		,	· · · · · · · · · · · · · · · · · · ·	TOTAL	s

This single execution shall have the same force ar affidavits had been individually executed	nd effect as if each of the above five
	,
	Darlian Shot
	(Signature of Authorized Representative)
	Barbara H. Herrmann General Manager
	(Title)
	Fohnuanu 1 2007
	February 1, 2007 (Date)
STATE OF: <u>UTAH</u>	_
COUNTY OF: WEBER	_
The following instrument was acknowledged before	me this <u>1st</u> day of <u>February</u> , 20 <u>07</u> ,
by <u>Barbara H. Herrmann</u>	_
(Authorized Representative)	
of <u>FMC Technologies - Airport Services</u>	······································
(Name of Corporation, Partnership, etc.)	
who is personally known to me or has producedU	tah Driver's License
as identification and who did / did not take an oath.	
Signature of Notary Abbailasan	<(NOTARY SEAL)
Printed Name <u>Debbie L. Larsen</u>	
Notary Commission Number <u>496956</u>	DEBBIE L LARSEN MOTARY PUBLIC + STATE & USBIT 1949 N 2800 W
My Commission Expires <u>09/01/2008</u>	PARR WEST, UT 84404 COMM, EXP. 09/01/2008

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD AFFIDAVITS AND CERTIFICATIONS

This sworn statement is submitted for:
Project Title Baggage Handling System, Operation and Maintenance.
Project Number <u>ITN-MDAD-01-06</u>
COUNTY OF -Miami-Dade WEBER
STATE OF Florida - UTAH
Before me the undersigned authority appeared Barbara H. Herrmann (Print Name), who is
personally known to me or who has provided Utah Driver's License as
identification and who did (did not) take an oath, and who stated:
That he is the duly authorized representative of
FMC Technologies - Airport Services
(Name of Entity)
1805 West 2550 South; Ogden, UT 84401
(Address of Entity)
3 / 6 - 4 / 4 / 1 / 2 / 6 / 4 / 2 Federal Employment Identification Number
hereinafter referred to as the contracting entity being its
General Manager
(Sole Proprietor)(Partner)(President or Other Authorized Officer)
and as such has full authority to make these eight certifications/verifications and say as follows.

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1. CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY PART I OWNERSHIP

Publicly Traded Corporations are exempt from this Part I requirement, but must indicate by letter that it is a Publicly Traded Corporation and include the name of the stock exchange market and symbol where registered. "FTI"

That the information given herein and in the documents attached hereto is true and correct.

If the Contract or business transaction is with a Corporation**, provide the full legal name and business address* and title for each officer. If the Contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director. If the Contract or business transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or mothe corporation's stock and state the percentage.	
_	
-	
ousin	ess address* for each stockholder who holds directly or indirectly five percent (5%) or m

1. CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY PART I (Cont'd)

6.	materialmen, suppliers, laborers,	addresses* of any other individuals (other than Subcontractors, or lenders) who have, or will have, any interest (legal, equitable, ontract or business transaction with Miami-Dade County are:
7.	If a Corporate Joint Venture, list the Joint Venture:	the names and titles of the Officers of the Corporate Members of
(a)	President:	(b) President:
	Vice-Pres:Secretary:	Vice-Pres:Secretary:
	Treasurer:	Treasurer:
8.	**If a Non-Corporate Partnership Corporate Partnership or Joint Ven	or Joint Venture, list the names of the Principals of the Non- nture:
(c)	(Name)	(d)(Name)
(c)	(Title)	(d)(Title)
(C(ONTRACTOR: ADD EXTRA SHE	ETS IF NEEDED

Post Office Box addresses not acceptable. If a Joint Venture, list this information for each member of the Joint Venture

1. CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY PART II EMPLOYMENT DISCLOSURE

1.	Does your fi	irm have a coll	ective	bargainin	g agreement with its employee	es? Yes	1	No
2.	Does your fi	irm provide pa	id hea	Ith care be	enefits for its employees?	Yes		No
3.		urrent breakdov al origin and go			ersons) of your firm's work fo	orce and owr	nershi	p as to
	White: Black: Hispanics:	185 Males 60 Males 59 Males Males	21 10 5	Females Females Females	Asian: 1 Native American: Alaskan Natives: :	9 Males 1 Males 0 Males Males	3 0 0	Females Females Females Females

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1. CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY PART III **CONTRACT HISTORY**

LIST ALL CONSTRUCTION OR PROCUREMENT CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
	\$	\$	
Summary of Work performed			
Litigation Arising out of Contract			
(2)			
	\$	\$	%
Summary of Work performed			
Litigation Arising out of Contract			
or Contract			

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1. CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY PART III (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG. CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)	\$	\$	%
Summary of Work performed			
Litigation Arising out of Contract			
(4)			
Summary of Work performed	\$		%
Litigation Arising out of Contract			

(CONTRACTOR: ADD EXTRA SHEET(S) IF NEEDED.)

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1. CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY

PART IV CONTRACT REFERENCES

A.	. How long has firm been in business? <u>FTI - 6/5/2001</u> (FMC - 8/10/1928)	
B.	Has the firm, or the principals of the firm, ever done business under another name or with another firm? If so, attach separate sheet(s) listing same information as in Parts I, II and III of this affidavit. FMC Technologies, Inc. (FTI) FMC Corporation (FMC)	
C.	Provide a representative listing of your firm's private sector business for the last five (5) years: (minimum of 5 listings)	
	NAME OF CLIENT DESCRIPTIVE TITLE OF PROJECT	
	(1) Continental Airlines On-Site fixed base operation to provide Facilities Services for all Continental owned HVAC systems in 3 terminals and off-sit 96 passenger boarding bridges, 3 baggage handling systems, 4 tilt-tray sor 400Hz units, 96 PCAir units, Hangar Fire Suppression Systems, lighting systems plumbing and painting for Terminals B & C, US Post Office Mail Sortation S Hobby & Ellington Maintenance operations, and 41 off-airport support facil Houston area. Full Control Center for all operations including Cust Servi (2) DFW Airport On-site fixed base operation to conduct Level 1 main services (5 min resp; 24/7/365) for PM and Corrective Repair. Provide Administenance and management of fire suppression and fire alarm systems, HVA and structures for specific administension and off the Airport, full on 38 passenger boarding bridges, 400Hz and PCAir, baggage systems, termailighting, and structural services at Terminals B, A1 and E.	e location ters, 96 tems, ystems, ities in t ce Reps. ntenance in Facilit C, lightin PM and CR
	(3) <u>US Airways - BOS</u> <u>On-site fixed base operation to provide full mainte</u> support services for 20 Gate Systems, (pbbs, PCA, 400Hz) at BOS Terminal B main baggage handling systems, 444 GSE (146 powered vehicles-deicers, load backs, tugs, stairs, lifts, trucks & vans; 16 powered trailers, air starts power units; 282 non-powered equipment-trailers, carts, dollies & towbars) an Internet based CMMS.	, 1800' ers, push- & ground
	(4) <u>MWAA - IAD</u> <u>On-site fixed base operation to provide preventive</u> service and corrective repair work on the baggage handling systems utilizi Internet based CMMS.	naintenanc ng an
	(5) <u>US Airways - PHL On-site fixed base operation to provide preventive</u> service and corrective repair work on 30 passenger boarding bridges, bagga systems for the entire B/C outbound sortation systems, and the entire inbo systems, including all inbound lines and baggage claim devices.	ge handlin
(0	OFFEROR: ADD EXTRA SHEET(S) IF NEEDED.)	

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2. DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2(b) of the Code of Miami-Dade County.

3. DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any Subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794 The Federal Transit Act, as amended 49 U.S.C. Section 1612 The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631 Miami-Dade County Resolution No. R-385-95.

Any Contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any Contract such firm has with the County, such Contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

4. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE TAXES, FEES AND PARKING TICKETS (Section 2-8.1(c) of the County Code)

Except for small purchase orders and sole source Contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

5. CODE OF BUSINESS ETHICS AFFIDAVIT

The above named entity has adopted a Business Code of Ethics that complies with the requirements of County Code Section 2-8.1(i).

The above named entity hereby affirms its understanding that its failure comply with its Code of Business Ethics shall render any Contract between it and the County voidable, and subject it to debarment from future County Work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County. The Inspector General shall be authorized to investigate any alleged violation by a Contractor of its Code of Business Ethics. Nothing contained herein shall be construed to limit the powers and duties of the Inspector General as stated in other sections of the Code of Miami-Dade County.

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6. CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT PURSUANT TO COUNTY CODE SECTION 2-8.1(h)

Above named Offeror, as of the date of this affidavit, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County Contract.

7. FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Section 11A-29, et seq., of the Miami-Dade County Code, the above named entity provides the following information and is in compliance with all items in the aforementioned Code.

Employees shall be entitled to take leave on the same terms and conditions as are provided within the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Nothing in the County Code shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to the Miami-Dade County Code, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

8. DOMESTIC LEAVE CERTIFICATION

The entity named above certifies that the firm is in compliance with the Domestic Leave requirements pursuant to Miami-Dade County Code Section 11A-60, et seq.

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This single execution shall have the same force and effect as if each of the above eight affidavits/certifications/verifications had been individually executed. (Signature of Authorized Representative) Barbara H. Herrmann General Manager (Title) February 1, 2007 (Date) STATE OF: <u>UTAH</u> COUNTY OF: WEBER The following instrument was acknowledged before me this <u>1st</u> day of <u>February</u>, 20<u>07</u>, by Barbara H. Herrmann (Authorized Representative) of <u>FMC</u> Technologies - Airport Services (Name of Corporation, Partnership, etc.) Utah Driver's License who is personally known to me or has produced as identification and who did / did not take an oath. Signature of Notary (NOTARY SEAL) Printed Name Debbie L. Larsen Notary Commission Number 496956

My Commission Expires _09/01/2008

County Contractors Employment and Procurement Practices County Code 2-8.1.5

In accordance with the requirements of County Code 2-8.1.5, all firms with annual gross revenues in excess of \$5 million, seeking to Contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit an appropriately completed and signed Exemption Affidavit in accordance with County Code 2-8.1.5. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses. A Offeror selected to be recommended for award must submit an Affirmative Action Plan and Procurement Policy or an Exemption Affidavit to Orlando Rivero, AAP Coordinator, Department of Business Development, 111 1st Street, 19th Floor, Miami, FL 33128-1900, 305/375-5411, prior to being recommended by the County Manager for award by the Board of County Commissioner, unless the annual gross revenues of such Offeror do not exceed five million dollars.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the County Code. Those firms that do not exceed \$5 million annual gross revenues must clearly state so via letter to the Clerk of the Board with supporting documentation.

Any Offeror/respondent which does not provide an affirmative action plan and procurement policy may not be recommended by the County Manager for award by the Board of County Commissioners.

Having submitted the foregoing documents and subsequently notified by the Department of Business Development (DBD) of the applicable file number and expiration date, the Offeror must also submit an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit to the Clerk of the Board.

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT

Project Title BHS Operation & Maintenance	Date: 02/01/2007
Project NumberITN-MDAD-01-06	
STATE OF EEORID A) UTAH	
COUNTY OF MIAMI-DADE) WEBER	
Before me, the undersigned authority, authorized to admini personally appeared: <u>Barbara H. Herrmann</u> adeposes and says that he is an authorized representative of: <u>FMC Technologies - Airport</u> (Legal name, Corporation, Partnersh	after being first dully sworn, upon oath Services nip, Firm, Individual)
(neremaner caned Offeror) located at 1805 west 2550	(address, city, state)
and, that said Offeror or respondent has a current Affirmative required by Miami-Dade County Code Section 2-8.1.5, pro Dade County Department of Business Development (DBD) expiration date of October 31, 2007 Witness:	cessed and approved for filing with Miami-
Witness: Mull- Smith (Signature)	Barbara H. Herrmann General Manager
	(Legal Name and Title)
The foregoing instrument was acknowledged before me thi	s day of
FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:	
by:	<u> </u>
FOR A CORPORATION, PARTNERSHIP, OR JOINT VI	ENTURE:
by: <u>Barbara H. Herrmann</u> (X)a <u>Delaware</u> corporation () pa He/She is (X) personally known to me, or () has produced	rtnership () joint venture
Notary Signature: Labora Llawon	Notary Seal) DEBBIE L LARSEN
Type or print name: <u>Debbie L. Larsen</u>	MOTARY PUBLIC - STATE OF UTAH 1848 N 2500 W FARR WEST, UT 84404 COMM. EXP. 09/01/2008

Please note:
County Code Section 2-8.1.5 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 375-5411

This affidavit must be properly executed as a condition of award.

AFFIRMATIVE ACTION PLAN/PROCUREMENT EXEMPTION AFFIDAVIT

Project Title		Date:		
Project Number				
STATE OF FLO	ORIDA)			
COUNTY OF N	ss /IAMI-DADE)			
	undersigned authority, authorized to			
hereinafter calle	(Legal name, Corporation, Partner Offeror) located at	ership, Firm, Indivi	dual)	
of the nation an Section 2-8.1.5. County Code, p	fferor or respondent has a Board of d hereby claims exemption in accordance Said Offeror or respondent has a crocessed and approved for filing when the No and the	rdance with the requirent Board of Dirith Miami-Dade Co	representative of uirements of Mian rectors Disclosure unty Department	ni-Dade County Code form as required by the
Witness:	(Signature)	Ву	(Signature)	
Witness:	(Signature)	<u> </u>	egal Name and T	itle)
The foregoing i	nstrument was acknowledged befor	e me this	_ day of	, 20
	/IDUAL ACTING IN HIS OWN R			
FOR A CORPO	DRATION, PARTNERSHIP, OR JO	DINT VENTURE:		
()a He/She is ()	corporation personally known to me, or has produced	() partnership	the title of () joint ventur As identification	re
Notary Signatur	re:		(Notary Se	eal)
Type or print na	ame:	·		

County Code 2-8.1.5 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 375-5411

When applicable, this affidavit must be properly executed by the Offeror as a condition of award.



ADDITIONAL CONDITIONS REQUIRED PRIOR TO CONTRACT AWARD

	Page No.
Subcontractor/Supplier Listing	AR-15
Miami-Dade County Clearinghouse Procedures	AR-16
Community Workforce Program	AR-17
Job Order Request Form	AR-18

Also required, but no format (page) is provided, is the Offeror's Subcontracting Policies Statement, which shall be submitted to the Contracting Officer:

Subcontracting Policies Statement (County Code 2-8.8(4)). For all Contracts in which a Offeror may use a Subcontractor, prior to Contract award, the Offeror shall provide a detailed statement of its policies and procedures for awarding subcontracts. Failure to provide the required statement shall preclude the Offeror from receiving the Contract. The format for this document is the Offeror's choice.



SUBCONTRACTOR/SUPPLIER LISTING (County Code 10-34)

Firm Name of Prime Contractor/Respondent:: FMC Technologies - Airport Services

Project No. ITN-MDAD-01-06

Project Name: Baggage Handling System Operation and Maintenance

wner) Race	white		Race	
(Principal Owner) Gender Race			(Principal Owner) Gender Race	
Subcontractor Dollar Amount	#3867,000,00		Supplier Dollar Amount	
Scope of Work to be Performed by Subcontractor/Subconsultant	Bag Jam Clearing, Manual Encoding#3867,000,00 Nale		Supplies/Materials/Services to be Provided by Supplier	
Principal Owner	Michael Collier		Principal Owner	
Business Name and Address of First tier Subcontractor/Subconsultant	Systems Integration & Maintenance Michael Collier 16112 NW 15th Ave. Suite-D	Mani, FL 33169	Business Name and Address of Direct Supplier	

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Dave Dusenbury - Director, Regional Operations Print Name Print Title

Print Name (Duplicate if additional space is needed)

February 1, 2007

Prime Contractor/Respondent

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MIAMI-DADE COUNTY CLEARINGHOUSE PROCEDURES FOR PLACING JOB OPPORTUNITIES IN ACCORDANCE WITH RESOLUTION Nos. R-937-98, R-1145-99 & R-1395-05

- 1. Complete the attached Miami-Dade County Clearinghouse Opportunities, Job Order Request Form. Please provide as much detailed information as possible concerning the job openings (requirements. experience. job opportunities. hours. education, salary, employer contact information. etc.)
- 2. The completed Job Order Request Form may be submitted to the Department of Business Development by one of the following means:
 - A. The Job Order Request Form may be faxed directly to the Department of Business Development:

FAX NUMBER: (305) 375-2343

B The Job Order Request Form may be Emailed to:

dbdmail@miamidade.gov

C The Job Order Request Form information may be mailed to the Department of Business Development within ten (10) working days following the Contractor's receipt of an executed Contract to:

Department of Business Development Attn: Ms. Alecia Anderson 111 NW 1st Street, Suite 1900 Miami, Florida 33128-1900

Questions regarding Miami-Dade County Job Clearinghouse Procedures may be directed to Ms. Alicia Anderson at (305) 375-3157.

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COMMUNITY WORKFORCE PROGRAM

If the project is located in a Designated Targeted Area (DTA), in lieu of the Clearinghouse procedures, the Contractor shall comply with the Miami-Dade County Community Workforce Program pursuant to Miami-Dade County Code, Section 2-1701, and as described in Special Provisions 3, Community Workforce Program (CWP) Participation Provisions.

The Contractor shall meet the goal of the percentage specificified, within the Offer Form, of its workforce performing construction trades and labor work shall be residents of Designated Target Areas.

The Contactor shall submit to the Department of Business Development. a Workforce Plan, within fifteen (15) days of notification of Contract award, delineating how the goal will be met and containing all of the information and elements required by the ordinance.

After approval of the Workforce Plan the Contractor shall forward notification of job opportunities to the Department of Business Development using using the Construction Clearinghouse Job Opportunity Form.

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DEPARTMENT of BUSINESS DEVELOPMENT CONSTRUCTION CLEARING HOUSE JOB OPPORTUNITY Resolution Nos. R-937-98, R-145-99 and R-1395-05

MIAMI-DADE COUNTY JOB ORDER REQUEST FORM TELEPHONE (305) 375-3157 FAX (305) 375-2343

EMPLOYER'S INFORMATION	1	CONTRACT/	PROJECT NO.	
Federal Identification No				
Business Name		Type of B	Business:	
Business Address:		City	State_	Zip Code
Telephone	Fax #	e-mai! Addres	S	
Contact Person:				
JOB INFORMATION - APPLI	CATIONS ACCEPTE	ED UNTIL		
Would you like to advertise this	s position on the Inter	net. Yes No_	Number	of Openings
Job Site Location				
Position Available (please use o	one form per available	classification)		
Hourly Rate: \$	-			
Experience Required: None	will TrainHow M	any Month(s) or Y	ears	
Education Required: None Ph.D	HS Diploma/ GED_	_ Associates	Bachelors	_ Masters
Duration of job: Permanent	_ Temporary: How L	ong	_; Full Time _	Part Time _
Language(s) Required: English	CreoleSpan	ishOther		
Drivers License Required: Non	eE- RegularC	DL (A. B or C)		
Describe Job Duties (Knowledge	ge, Skills. & Abilities):		
				
Deadline to apply Yes NoNoNoNoNoNo	o (when?)			
Contact by Phone Fax Re	esume Mail Re	esume Appl	y in person (Day	/ & Hours)
	FOR OFFICE US	SE ONLY		
Date Receive	Time Received			

1805 West 2550 South Ogden, UT 84401

Phone 801 629-3119 Fax 801 629-3487



February 1, 2007

Miami-Dade Aviation Department 4200 NW 36th Street Building 5A, Suite 400 Miami, FL 33122

To Whom It May Concern:

In compliance with the Project Manual for Baggage Handling System O&M, Project Number ITN-MDAD-01-06, "CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MAIMI-DADE COUNTY"; PART 1 OWNERSHIP (page AR-2), FMC Technologies is a publicly Traded Corporation listed under the symbol of "FTI".

Sincerely,

Barbara H. Herrmann

FMC Technologies – Airport Services

General Manager

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#L06101103126

DATE BATCH NUMBER LICENSE NBR

10/11/2006 050665214 QE

QB0020040

The BUSINESS ORGANIZATION Named below IS QUALIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2007

(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

FMC TECHNOLOGIES INC 1805 W 2550 S OGDEN

UT 84409

JEB BUSH GOVERNOR

DISPLAY AS REQUIRED BY LAW

SIMONE MARSTILLER SECRETARY

AC# 2887510

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#L06101100134

DATE BATCH NUMBER LICENSE NBR

10/11/2006 060228371 CBC1254819

The BUILDING CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2008

DEROCHE, BRIAN DOUGLAS FMC TECHNOLOGIES INC 1805 WEST 2550 SOUTH OGDEN UT 84401

JEB BUSH GOVERNOR

DISPLAY AS REQUIRED BY LAW

SIMONE MARSTILLER SECRETARY



STATE OF FLORIDA

AC#2887510

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBC1254819

10/11/06 060228371

CERTIFIED BUILDING CONTRACTOR DEROCHE, BRIAN DOUGLAS FMC TECHNOLOGIES INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2008 L06101100134



STATE OF FLORIDA

AC# 2890509

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

QB0020040

10/11/06 050665214

QUALIFIED BUSINESS ORGANIZATION FMC TECHNOLOGIES INC

(NOT A LICENSE TO PERFORM WORK. ALLOWS COMPANY TO DO BUSINESS IF IT HAS A LICENSED QUALIFIER.)

IS QUALIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2007 L06101103126

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#L06101103126

BATCH NUMBER LICENSE NBR DATE

10/11/2006 | 050665214 OB0020040

The BUSINESS ORGANIZATION Named below IS QUALIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2007

(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

FMC TECHNOLOGIES INC 1805 W 2550 S

OGDEN

UT 84409

JEB BUSH GOVERNOR

DISPLAY AS REQUIRED BY LAW

SIMONE MARSTILLER SECRETARY

AC# 2887510

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#L06101100134

BATCH NUMBER LICENSE NBR DATE CBC1254819

10/11/2006 060228371 The BUILDING CONTRACTOR

Named below IS CERTIFIED Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2008

DEROCHE, BRIAN DOUGLAS FMC TECHNOLOGIES INC 1805 WEST 2550 SOUTH OGDEN

UT 84401

JEB BUSH GOVERNOR

DISPLAY AS REQUIRED BY LAW

SIMONE MARSTILLER SECRETARY



STATE OF FLORIDA

AC#2887510

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBC1254819 10/11/06 060228371

CERTIFIED BUILDING CONTRACTOR DEROCHE, BRIAN DOUGLAS FMC TECHNOLOGIES INC

IS CERTIFIED under the provisions of Ch. 489 FS. Expiration date: AUG 31, 2008 L06101100134



STATE OF FLORIDA

AC# 2890509

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

QB0020040

10/11/06 050665214

QUALIFIED BUSINESS ORGANIZATION FMC TECHNOLOGIES INC

(NOT A LICENSE TO PERFORM WORK. ALLOWS COMPANY TO DO BUSINESS IF IT HAS A LICENSED QUALIFIER.)

IS QUALIFIED under the provisions of Ch. 489 FS. Expiration date: AUG 31, 2007 L06101103126





Foreign Profit

FMC TECHNOLOGIES, INC.

PRINCIPAL ADDRESS 1803 GEARS RD. HOUSTON TX 77067 Changed 05/10/2004

MAILING ADDRESS 200 EAST RANDOLPH DRIVE CHICAGO IL 60601

Document Number F01000002246

FEI Number 364412642

Date Filed 04/27/2001

State DE Status ACTIVE Effective Date NONE

Registered Agent

Name & Address

C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION FL 33324

Officer/Director Detail

Name & Address	Title
NETHERLAND, JOSEPH H 200 EAST RANDOLPH DRIVE	PD
CHICAGO IL 60601	
SCHUMANN, WILLIAM H III 200 EAST RANDOLPH DRIVE	VD
CHICAGO IL 60601	
CARR, JEFFREY W 1803 GEARS RD	S
HOUSTON TX 77067	
PATTAROZZI, RICHARD A 333 BROCKENBRAUGH CT	D
METAIRIE LA 70005	
NETHERLAND, JOSEPH H 200 E RANDOLPH DR	

CHICAGO IL 60601	D
BOWLIN, MIKE R 4800 ZION HILL RD	D
WEATHERFORD TX 76088	

Annual Reports

Report Year	Filed Date
2005	01/04/2005
2006	01/04/2006
2007	02/08/2007

Previous Filing

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No Name History Information

Document Images

Listed below are the images available for this filing.

02/08/2007 -- ANNUAL REPORT

01/04/2006 -- ANNUAL REPORT

01/04/2005 -- ANNUAL REPORT

05/10/2004 -- ANN REP/UNIFORM BUS REP

03/03/2003 -- ANN REP/UNIFORM BUS REP

02/19/2002 -- ANN REP/UNIFORM BUS REP

04/27/2001 -- Foreign Profit

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

Corporations Inquiry

Corporations Help





SCHEDULE OF INTENT AFFIDAVIT (SOI) CHECKLIST

FIRM NAME	Aircraft Service Inte	ernational, Inc.		
ADDRESS	201 S. Orange Ave., Sui	te 1100A, Orlando F	L, 32801	
PHONE 4	07-648-7200	FAX <u>407-206</u>	-5391	
PROJECT NU	MBER: ITB/ITN- MDA	D-01-06 SUBMIS	SION DATE: <u>02/05/07</u>	
PROJECT TI	TLE: Baggage Handling	System Operation	and Maintenance	
CSBE CONTE	RACT MEASURE: 19%	CSBE Goal		
SCOP NO SI	E OF WORK NOT IDEN GNATURE OF SUBCON GNATURE OF PRIME	NTIFIED FOR SUB	ECK ALL ITEMS THAT BCONTRACTOR BMITTED WITH SOI FO	
HOURS OF B	RECT AND SUBMIT R ID'S SUBMISSION DUE		BD & ISSUING DEPART	MENT WITHIN 48
DID NOT	MEET THE SPECIFIE	D GOAL		
BIDDERS V		OT MEET THE		
_X_SOI Re	sponsive SO	I Not Responsive	Eligible for Bid	Preference
Coralee W-Tayl		Mal	02/06	
Specialist Nam	e	Specialist Signatur	re Da	i e
	RELIMINARY REVICE REVIEW BY DI		ES NOT CONSTITU	re a
	111 NW First	Development - Cou Street 19 th Floor M 5) 375-3111 Fax (30		

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SCHEDULE OF INTENT AFFIDAVIT (SOI) CHECKLIST

FIDM NAME FMC Toch	nologies – Airport Services
PIRM NAME FINE TECH	lologies – Allport Services
ADDRESS 1805 West 255	50 South, Ogden, UT 84401
PHONE <u>801-629-3119</u>	FAX <u>801-629-3487</u>
PROJECT NUMBER: ITB/I	TN- MDAD-01-06 SUBMISSION DATE: 02/05/07
PROJECT TITLE: Baggage	e Handling System Operation and Maintenance
CSBE CONTRACT MEASU	RE: 19% CSBE Goal
CORRECTABLE DEFECTS	ON THE SOI: PLEASE CHECK ALL ITEMS THAT APPLY
SCOPE OF WORK	NOT IDENTIFIED FOR SUBCONTRACTOR
	F SUBCONTRACTOR
NO SIGNATURE O	
NO SIGNATURE OF	N OTHER DOCUMENTS SUBMITTED WITH SOI FORM
PLEASE CORRECT AND S HOURS OF BID'S SUBMISS	UBMIT REVISED SOI TO DBD & ISSUING DEPARTMENT WITHIN 48 SION DUE DATE.
NON-CORRECTABLE ITE	MS:
DID NOT MEET THE S	SPECIFIED GOAL
BIDDERS WHO'S BID	SBE PARTICIPATION PROVISIONS, SECTION IV (C) (4) (6) DOES NOT MEET THE SPECIFIED GOAL ARE NOT IN THE PARTICIPATION PROVISIONS.
	DBD USE ONLY
X_SOI Responsive	SOI Not Responsive Eligible for Bid Preference
Coralee W-Taylor	02/06/07
Specialist Name	Specialist Signature Date
THIS IS A PRELIMINA COMPLIANCE REVIE	RY REVIEW, AND DOES NOT CONSTITUTE A W BY DBD.
111	of Business Development - Court House Center Building NW First Street 19 th Floor Miami, FL 33128 Phone (305) 375-3111 Fax (305) 375-3160

CONTRACT

THIS CONTRACT made and entered into as of the _______ day of _______, 20_____, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and FMC Technologies, Inc., corporate address: 1803 Gears Road, Houston, TX 77067, operating through its Airport Services business unit with a mailing address for this Contract: 1805 West 2550 South, Ogden, UT 84401, hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the Work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract Documents, which are hereby incorporated into this Contract by reference, for;

PROJECT TITLE: BAGGAGE HANDLING SYSTEM OPERATION AND MAINTENANCE

PROJECT NO: ITN-MDAD-01-06

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned Work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said Work, or through the negligence of the Contractor, its officers, agents or employees or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid Work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the County hereby agrees to pay to the Contractor for the said Work, when fully completed, the total maximum sum of

Thirty-seven million, three hundred thirty-eight thousand, nine hundred seventy-nine and 39/100 dollars, (\$37,338,979.39),

consisting of the following accepted items or schedules of Work as taken from the Offer Form:

Total Unit and Extended Prices for Item Number 1A	15,937,716.00
Total Unit and Extended Prices for Item Number 1B\$	1,774,545.00
Dedicated Allowance Account for Additional Services - Item Number 1C\$	1,500,000.00
Dedicated Allowance Account for Parts - Item Number 1D\$	1,200,000.00
Dedicated Allowance Account for Subcontractor Services – Item Number 1E\$	250,000.00
Dedicated Allowance Account for Training and Familiarization - Item Number 1F\$	800,000.00
First Year Option for services at South Terminal – Item Number 2A\$	5,497,197.00
Second Year Option for services at South Terminal – Item Number 2B\$	5,662,217.00
First Year Option for services at Concourse F – Item Number 3A\$	613,734.00
Second Year Option for services at Concourse F – Item Number 3B\$	632,146.00
General Allowance Account - Item Number 4	3,386,755.50
Inspector General Audit Account - Item Number 5\$	84,668.89
TOTAL CONTRACT AMOUNT\$	37,338,979.39

The total Contract amount is subject to such additions and deductions as may be provided for in the Contract Documents. Partial and Final Payments will be made as provided for in the Contract Documents.

CONTRACT (Cont'd)

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,	ATTEST: Harvey Ruvin Clerk
By:	By:
By:County Manager	By:
(MIAMI-DADE COUNTY SEAL)	CONTRACTOR (If Corporation)
	FMC Technologies - Airport Services (Corporate Name)
Approved for Form and Legal Sufficiency	K Ith
	By: Vice President, Operations
	Brent G. Ahlstrom
(Assistant County Attorney)	Attest:
	Attest. Secretary
CONTRACTOR (if Partnership	or Corporate Joint Venture)
(A) PARTNERSHIP OR	(B) PARTNERSHIP OR
CORPORATE JOINT VENTURER:	CORPORATE JOINT VENTURER:
(Corporate Name)	(Corporate Name)
, •	, ,
By: President	By:President
Attest	
Attest Secretary	AttestSecretary
(ATTACH ADDITIONAL SHEETS FOI	R EACH JOINT VENTURER, AS NEEDED)
NAME OF MANAGING IODIT VENTURED	(CORPORATE SEAL)
NAME OF MANAGING JOINT VENTURER:	
By	
Signature of Authorized Representative of Joint Ver	nture
Witnesses as to Above	

01/07 CSBE 07C

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